



JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
CHRISTOPHER B. PHILLIPS, ESQ.
Nevada Bar No. 14600
THE WRIGHT LAW GROUP, P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454
Email: john@wrightlawgroupnv.com
chris@wrightlawgroupnv.com
Attorneys for Defendant
VEGAS PROPERTY SERVICES, INC.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

VEGAS PROPERTY SERVICES, INC., a
Nevada corporation; OPULENCE
CONDOMINIUM ASSOCIATION, a
Nevada non-profit corporation,

Defendants.

Case No. 2:17-cv-01798-APG-PAL

**STIPULATION AND ORDER TO
ALLOW DEFENDANT VEGAS
PROPERTY SERVICES, INC. TO
AMEND ANSWER AND COUNTER-
CLAIM AGAINST PLAINTIFF,
FEDERAL NATIONAL MORTGAGE
ASSOCIATION**

AND

**STIPULATION AND ORDER TO
ALLOW PLAINTIFF FEDERAL
NATIONAL MORTGAGE
ASSOCIATION ADDITIONAL TIME TO
RESPOND TO VEGAS PROPERTY
SERVICES, INC.'S REQUEST FOR
DISCOVERY PURSUANT TO FRCP 56(d)
AND VEGAS PROPERTY SERVICES,
INC'S OPPOSITION TO FEDERAL
NATIONAL MORTGAGE
ASSOCIATION'S COUNTER-MOTION
FOR SUMMARY JUDGMENT**

Pursuant to LR 6-1, Plaintiff FEDERAL NATIONAL MORTGAGE ASSOCIATION and
Defendant VEGAS PROPERTY SERVICES, INC, by and through their respective counsel of
record, hereby agree and stipulate as follows:

IT IS HEREBY AGREED AND STIPULATED that Defendant VEGAS PROPERTY
SERVICES, LLC may amend second amended answer [ECF # 40] in order to add a counter-claim



1 against Plaintiff, Federal National Mortgage Association.

2 Defendant's current counsel was retained after Defendant's original answer [ECF # 20]
3 was filed, and Defendant's prior counsel did not assert any such counter-claim. For the convenience
4 of the parties and witnesses, and in order to maximize judicial economy and avoid duplicative
5 litigation, the parties agree to allow Defendant to amend its answer and assert said counter-claim
6 against Federal National Mortgage Association. This request is made in good faith, and not for the
7 purposes of delay.

8 Defendant's proposed amended answer and counter-claim is attached hereto as *Exhibit A*.

9 IT IS FURTHER STIPULATED AND AGREED that Plaintiff Federal National Mortgage
10 Association shall have up to, and including, May 11, 2018 to file its response(s) to Vegas Property
11 Service, Inc.'s request for discovery pursuant to FRCP 56(d) [ECF # 49] and Vegas Property
12 Service, Inc.'s opposition to Federal National Mortgage Association's Countermotion for Summary
13 Judgment [ECF #50]. This request is made in good faith, and not for the purposes of delay.

14 IT IS FURTHER STIPULATED AND AGREED that this stipulation shall have no
15 preclusive effect on either dispositive motion currently pending in this matter, namely: Vegas
16 Property Service, Inc.'s Motion to Dismiss Federal National Mortgage Association's First Amended

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Complaint [ECF # 36]; and Federal National Mortgage Association's Countermotion for Summary Judgment [ECF # 41].

DATED this 19th day of April, 2018.

THE WRIGHT LAW GROUP, P.C.

/s/ John Henry Wright
JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
CHRISTOPHER B. PHILLIPS, ESQ.
Nevada Bar No. 14600
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Attorneys for Defendant
VEGAS PROPERTY SERVICES, LLC

DATED this 19th day of April, 2018.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina Miller
DANA JONATHON NITZ, ESQ.
Nevada Bar No. 0050
CHRISTINA V. MILLER, ESQ.
Nevada Bar No. 12448
7785 W. Sahara Ave. Suite 200
Las Vegas, Nevada 89117
Attorneys for Plaintiffs,
FEDERAL NATIONAL HOME LOAN
MORTGAGE ASSOCIATION

ORDER

IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE

DATED: May 3, 2018

1 JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
2 CHRISTOPHER B. PHILLIPS, ESQ.
Nevada Bar No. 14600
3 **THE WRIGHT LAW GROUP, P.C.**
2340 Paseo Del Prado, Suite D-305
4 Las Vegas, Nevada 89102
Telephone: (702) 405-0001
5 Facsimile: (702) 405-8454
Email: john@wrightlawgroupnv.com
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Attorneys for Defendant
7 **VEGAS PROPERTY SERVICES, INC.**

8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

12 Plaintiff,

13 vs.

14 VEGAS PROPERTY SERVICES, INC., a
15 Nevada corporation; OPULENCE
CONDOMINIUM ASSOCIATION, a
16 Nevada non-profit corporation,

17 Defendants.

18 VEGAS PROPERTY SERVICES, INC., a
Nevada corporation,

19
20 Cross-Claimant

21 vs.

22 GLADYS FUENTES, an Individual,

23 Cross-Defendant

Case No. 2:17-cv-01798-APG-PAL

**DEFENDANT VEGAS PROPERTY
SERVICE, INC'S THIRD AMENDED
ANSWER, CROSS-CLAIM, and
COUNTER-CLAIM**

24 COMES NOW Defendant VEGAS PROPERTY SERVICES, INC., ("Vegas") by and
25 through its attorney of record, JOHN HENRY WRIGHT, ESQ., of THE WRIGHT LAW GROUP,
26 P.C., and hereby submits its Third Amended Answer to Plaintiff FEDERAL NATIONAL
27 MORTGAGE ASSOCIATION'S Complaint [ECF # 1] filed on June 29, 2017 as follows:
28

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1. VEGAS admits the allegations contained in paragraphs 9, 11, 57, 123, and 133 of the Complaint.

2. VEGAS denies the allegations contained in paragraphs 88, 89, 90, 99, 100, 101, 102, 103, 104, 116, 117, 118, 119, 125, 126, 127, 128, 134, 135, 136, 137, 143, 144, 145, 146, 148, 150, 151, 152, 153, 154, and 155 of the Complaint.

3. VEGAS is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 91, 92, 93, 94, 95, 98, 107, 108, 109, 110, 111, 112, 113, 114, 115, 121, 122, 124, 130, 131, 132, 139, 140, 141, 142, and 149 of the Complaint.

4. In answering paragraph 14 of the complaint, Vegas admits that it is a domestic business entity formed pursuant to and conducting business subject to the laws of the State of Nevada and that a substantial part of the events or omissions giving rise to the claims occurred in this District, but is without sufficient information or knowledge to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies said allegations.

5. In answering paragraph 96 of Plaintiff's complaint, Vegas denies the allegation that it "knew that Plaintiff would rely on the Mortgage Protection Clause contained in the recorded CC&Rs which are of public record, and knew that Plaintiff, or its predecessors, agents, servicers, or trustees, would not know that HOA was foreclosing on super-priority amounts because of the failure of HOA and HOA trustee to provide such notice" and is without sufficient information or knowledge to form a belief as to the truth or falsity of the remaining allegations contained therein and therefore denies said allegations.

6. In answering paragraph 97 of Plaintiff's complaint, Vegas denies the allegation that "defendant's knew that prospective bidders would be less likely to attend the HOA sale because the public at large believed that Plaintiff was protected under the Mortgage Protection Clause in the CC&Rs of public record, and that the public at large did not receive notice, constructive or actual, that the HOA was foreclosing on a super-priority portion of its lien because HOA and HOA

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
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1 Trustee improperly failed to provide such notice” and is without sufficient information or
2 knowledge to form a belief as to the truth or falsity of the remaining allegations contained therein
3 and therefore denies the remaining allegations.

4 7. In answering paragraphs 106, 120, 129, 138, and 147 of the Complaint, VEGAS
5 reasserts each and every previous response to each repeated allegation.

6 8. Each and every other allegation in the Complaint not specifically admitted or denied
7 herein is denied.

8 9. Vegas offers no responses to paragraphs 41-56 and 107 as Plaintiff’s complaint
9 omits paragraphs 41-56 and 105 without explanation.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST DEFENSE**

12 Plaintiff’s complaint, in whole or in part, fails to state a claim against Vegas for which
13 relief can be granted.

14 **SECOND DEFENSE**

15 At all material times, Vegas acted in good faith and exercised its lawful rights in dealing
16 with Plaintiff.

17 **THIRD DEFENSE**

18 Plaintiff’s claims are barred by its own failure to deal in good faith and deal fairly with
19 Vegas.

20 **FOURTH DEFENSE**

21 Plaintiff is estopped from bringing this action.

22 **FIFTH DEFENSE**

23 Plaintiff has failed to satisfy conditions precedent to further performance of any legal
24 obligations of Vegas.

25 **SIXTH DEFENSE**

26 Plaintiff has failed to comply with appropriate state and federal laws.

27 **SEVENTH DEFENSE**

28 Plaintiff has failed to exhaust all administrative and contractual remedies before

1 commencing litigation.

2 EIGHTH DEFENSE

3 Plaintiff has failed to mitigate its damages, if any.

4 NINTH DEFENSE

5 Plaintiff has failed to join all parties necessary for just adjudication of the claims at issue
6 in this action.

7 TENTH DEFENSE

8 Plaintiff's claims are barred by reason of illegality.

9 ELEVENTH DEFENSE

10 Plaintiff's damages, if any were caused by economic and other conditions that were beyond
11 the control of Vegas.

12 TWELFTH DEFENSE

13 Plaintiff's claims are barred in that it acquiesced in or consented to all actions taken by
14 Vegas.

15 THIRTEENTH DEFENSE

16 Any claim asserted by Plaintiff is barred by laches of Plaintiff in pursuing such claim.

17 FOURTEENTH DEFENSE

18 Plaintiff has not and will not sustain any injury or damages as a result of Vegas's alleged
19 acts and/or omissions.

20 FIFTEENTH DEFENSE

21 Vegas alleges that under the factual circumstances set forth in Plaintiff's complaint, there
22 was a modification of the provisions, duties, and obligations therein, and that modification is an
23 absolute defense to any recovery of behalf of the Plaintiff against Vegas.

24 SIXTEENTH DEFENSE

25 Plaintiff failed to disclose necessary information and Vegas relied on this omission.

26 SEVENTEENTH DEFENSE

27 Plaintiff's alleged damages, if any, were directly caused by the negligence of Plaintiff or
28 its agents.



EIGHTEENTH DEFENSE

Plaintiff failed to comply with a pre-existing duty.

NINETEENTH DEFENSE

Vegas was authorized and privileged to do all acts alleged in Plaintiff's complaint.

TWENTIETH DEFENSE

Plaintiff is barred from maintaining this action by virtue of its own unclean hands and inequitable conduct.

TWENTY-FIRST DEFENSE

Plaintiff claims are barred by its own failure to deal fairly with Vegas.

TWENTY-SECOND DEFENSE

Plaintiff would be unjustly enriched if it was allowed to recover on its demands, or any portion, thereof.

TWENTY-THIRD DEFENSE

Vegas is informed and believes, and thereon alleges, that Plaintiff's claims are barred, in whole or in part, or its damages, if any, should be reduced because Plaintiff violated certain state and federal laws.

TWENTY-FOURTH DEFENSE

By virtue of the acts, deed, conduct, and/or failure or omissions to act under circumstances, Plaintiff has waived its rights, if any existed, to assert the claims against Vegas.

TWENTY-FIFTH DEFENSE

Plaintiff failed to comply with normal and accepted business practices.

TWENTY-SIXTH DEFENSE

Plaintiff has failed to demonstrate a likelihood of success on the merits and, as such, is not entitled to injunctive relief.

TWENTY-SEVENTH DEFENSE

Plaintiff has failed to demonstrate that it has been irreparably harmed by Defendant's alleged conduct, and as such, is not entitled to injunctive relief.



TWENTY-EIGHTH DEFENSE

Vegas was a bona fide purchaser of the property at issue.

TWENTY-NINTH DEFENSE

Vegas reserves the right to add or modify the affirmative defenses listed herein.

THIRTIETH DEFENSE

Defendant hereby incorporates those the affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure.

PRAYER FOR RELIEF

Defendant Vegas requests judgment against Plaintiff as follows:

1. That Plaintiff take nothing for its Complaint.
2. For a declaration and determination that VEGAS PROPERTY SERVICES, INC is the rightful owner of title to the Property, and that Plaintiff be declared to have no right, title or interest in the Property.
3. For an award of attorney's fees and costs of suit; and
4. For any further relief that the Court may deem just and proper.

Dated this 19th day of April, 2018.

THE WRIGHT LAW GROUP, PC

/s/John Henry Wright
JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
CHRISTOPHER B. PHILLIPS, ESQ.
Nevada Bar No. 14600
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454
Attorneys for Defendant
VEGAS PROPERTY SERVICES, INC.

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



VEGAS PROPERTY SERVICES, INC. CROSS-CLAIM AGAINST GLADYS FUENTES

COMES NOW, Cross-claimant VEGAS PROPERTY SERVICES, INC., (“Vegas”) by and through its counsel of record, JOHN HENRY WRIGHT, ESQ., of the WRIGHT LAW GROUP, P.C., and for its CROSS-CLAIM, does hereby allege and aver as follows:

1. Vegas at all times relevant herein was and is a Nevada corporation in good standing.

2. Upon information and belief, Cross-Defendant GLADYS FUENTES (“Fuentes”) is an individual person, and at all times relevant herein was a citizen and resident of the State of Nevada and was the prior owner of **5415 W. Harmon Ave., No. 2114, Las Vegas, Nevada 89103; APN 163-24-714-098** (the “Property”) who may claim an interest through a Grant, Bargain, Sale Deed recorded against the property on February 28, 2001 as Instrument No. 20010228-0002474.

3. The Property was acquired by Vegas on March 26, 2015, by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* (“Association foreclosure sale”) and by paying the sum of \$40,300.00.

4. On or about April 10, 2015, the resulting trustee’s deed upon sale was recorded in the Official Records of the Clark County Recorder as Instrument Number 20150410-0000347 (“Foreclosure Deed”).

5. Since the Association foreclosure sale, Counter-claimant has expended additional funds and resources in relation to the Property.

6. Upon information and belief, the foreclosure sale was conducted by Assessment Management Services, as agent for the Opulence Condominium Association (the “Association”) pursuant to the powers conferred by the Nevada Revised Statutes 116.3116, 116.31162-116.31168, the Association’s governing documents (CC&R’s) recorded as Instrument No. 941004.01252 and a Notice of Default and Election to Sell Under Homeowners Association Lien recorded on April 7, 2014 as Instrument No. 20140407-0000230.

7. As recited in the Foreclosure Deed, the Association foreclosure sale complied with all requirements of law, including but not limited to, recording and mailing of copies of Notice of Delinquent Assessments and Notice of Default, and the recording, posting and publication of the



THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 Notice of Sale as required by Nevada Law.

2 8. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens
3 and encumbrances of unit except:

4 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a
5 cooperative, liens and encumbrances which the association creates, assumes or takes
6 subject to;

7 (b) A first security interest on the unit recorded before the date on which the assessment
8 sought to be enforced became delinquent or, in a cooperative, the first security interest
9 encumbering only the unit's owner's interest and perfected before the date on which the
10 assessment sought to be enforced became delinquent; and

11 (c) Liens for real estate taxes and other governmental assessments or charges against the
12 unit or cooperative.

13 9. NRS 116.3116(2) further provides that a portion of the Association Lien, up to a
14 maximum of nine months, has priority over even a first security interest [first deed of trust] in the
15 Property:

16 [the Association Lien] is also prior to all security interests described in paragraph (b) to the
17 extent of any charges incurred by the association on a unit pursuant to NRS 116.310312
18 and to the extent of the assessments for common expenses based on the periodic budget
19 adopted by the association pursuant to NRS 116.3115 which would have become due in
20 the absence of acceleration during the 9 months immediately preceding institution of an
21 action to enforce the lien[.]

22 10. Upon information and belief, the Association took the necessary action to trigger
23 the super-priority portion of the Association Lien.

24 11. Upon information and belief, no party still claiming an interest in the Property
25 recorded a lien or encumbrance prior to the declaration creating the Association.

26 12. Upon information and belief, Vegas's bid on the Property was in excess of the
27 amount necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

28 13. Upon information and belief, the Association or its agent, distributed or should have

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



1 distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114©.

2 14. Upon information and belief, Cross-defendant had actual or constructive notice of
3 the requirement to pay assessments to the Association and of the Association Lien.

4 15. Upon information and belief, Cross-defendant had actual or constructive notice of
5 the Association's foreclosure proceedings.

6 16. Upon information and belief, prior to the Association foreclosure sale, no individual
7 or entity paid the full amount of delinquent assessments described in the Notice of Default or
8 record or otherwise perfect any attempted partial tender thereof to provide any actual or
9 constructive notice of the lien dispute so as to cause or create a duty of inquiry as to Vegas.

10 17. Upon information and belief, prior to the Association foreclosure sale, no notice
11 was provided that any individual or entity tendered or paid the entirety of the super priority portion
12 of the Association Lien or as required under NRS §116.3116(2) representing 9 months of
13 assessments for common expenses based on the periodic budget adopted by the association which
14 would have become due in the absence of acceleration for the relevant time period.

15 18. Pursuant to NRS 116.31166, the foreclosure sale vested title in Vegas "without
16 equity or right of redemption," and the Foreclosure Deed is conclusive against the Property's
17 "former owner, his or her heirs and assigns, and all other persons."

18 19. Cross-defendant Feuntes's ownership interests in the Property were extinguished
19 by the foreclosure of the Association Lien.

20 **FIRST CLAIM FOR RELIEF**
21 **(Declaratory Relief/Quiet Title Pursuant to**
22 **NRS 30.010, *et. seq.*, NRS 40.10 & NRS 116.3116)**

23 20. Vegas repeats and realleges the allegations of paragraphs 1-19 as though fully set
24 forth herein and incorporates the same by reference.

25 21. Pursuant to NRS 30.010, *et. seq.* and NRS 40.010, this Court has the power and
26 authority to declare Vegas's rights and interests in the Property and to resolve the Cross-
27 defendant's adverse claims in the Property.

28 22. Vegas is entitled to a declaratory judgment from this Court finding that: (1) Vegas
is the title owner of the Property; (2) the Foreclosure Deed is valid and enforceable; (3) the

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
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1 Association foreclosure sale extinguished Cross-defendant's ownership and security interests in
2 the Property; and (4) Vegas's rights and interest in the Property are superior to any adverse interest
3 claimed by Cross-defendant.

4 23. Vegas seeks an order from the Court quieting title to the Property in favor of Vegas.

5 **WHEREFORE**, Cross-claimant prays this Honorable Court will award the following
6 RELIEF:

7 1. For an Order Quieting title in favor of Vegas and for a declaration and
8 determination that VEGAS PROPERTY SERVICES, INC is the rightful owner of title to the
9 Property, and that Cross-defendant be declared to have no right, title or interest in the Property.

10 2. For general and special damages in excess of \$10,000.00

11 3. For an award of attorney's fees and costs of suit; and

12 4. For any further relief that the Court may deem just and proper.

13 Dated this 19th day of April, 2018.

14
15 THE WRIGHT LAW GROUP, PC

16 /s/John Henry Wright
17 JOHN HENRY WRIGHT, ESQ.
18 Nevada Bar No. 6182
19 CHRISTOPHER B. PHILLIPS, ESQ.
20 Nevada Bar No. 14600
21 2340 Paseo Del Prado, Suite D-305
22 Las Vegas, Nevada 89102
23 Attorneys for Defendant/Cross-claimant
24 VEGAS PROPERTY SERVICES, INC.

25 **VEGAS PROPERTY SERVICES, INC. COUNTERCLAIM AGAINST PLAINTIFF**
26 **FEDERAL NATIONAL MORTGAGE ASSOCIATION**

27 COMES NOW, Counter-claimant VEGAS PROPERTY SERVICES, INC., by and through
28 its counsel of record, JOHN HENRY WRIGHT, ESQ., of the WRIGHT LAW GROUP, P.C., and
for its Counterclaim, does hereby allege and aver as follows:

1. VEGAS PROPERTY SERVICES, INC, (hereinafter "VEGAS") at all times
relevant herein was and is a Nevada corporation in good standing.

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454



2. Upon information and belief, Counterclaim Defendant FEDERAL NATIONAL MORTGAGE ASSOCIATION (“Fannie Mae”), is and/or was a government-sponsored enterprise existing under the laws of the United States with its primary offices located in Washington, D.C. Fannie Mae presently claims some interest in **5415 W. Harmon Ave., No. 2114, Las Vegas, Nevada 89103; APN 163-24-714-098** (the “Property”) through a deed of trust securing a loan originated by Nevada Federal Credit Union on or around April 5, 2004, recorded at instrument No. 20040413-0002176 with the Clark County Recorder, State of Nevada. The Deed of Trust was subsequently assigned to Fannie Mae in 2012 by an assignment of Deed of Trust recorded at 20120607-0000634 with the Clark County Recorder’s Office.

3. The Property was acquired by Vegas on March 26, 2015, by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS 116.3116, *et. seq.* (“Association foreclosure sale”) and by paying the sum of \$40,300.00.

4. On or about April 10, 2015, the resulting trustee’s deed upon sale was recorded in the Official Records of the Clark County Recorder as Instrument Number 20150410-0000347 (“Foreclosure Deed”).

5. Since the Association foreclosure sale, Counter-claimant has expended additional funds and resources in relation to the Property.

6. Upon information and belief, the foreclosure sale was conducted by Assessment Management Services, as agent for the Opulence Condominium Association (the “Association”) pursuant to the powers conferred by the Nevada Revised Statutes 116.3116, 116.31162-116.31168, the Association’s governing documents (CC&R’s) recorded as Instrument No. 941004.01252 and a Notice of Default and Election to Sell Under Homeowners Association Lien recorded on April 7, 2014 as Instrument No. 20140407-0000230.

7. As recited in the Foreclosure Deed, the Association foreclosure sale complied with all requirements of law, including but not limited to, recording and mailing of copies of Notice of Delinquent Assessments and Notice of Default, and the recording, posting and publication of the Notice of Sale as required by Nevada Law.

8. Pursuant to NRS 116.3116(2), the entire Association Lien is prior to all other liens

THE WRIGHT LAW GROUP P.C.
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1 and encumbrances of unit except:

2 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a
 3 cooperative, liens and encumbrances which the association creates, assumes or takes
 4 subject to;

5 (b) A first security interest on the unit recorded before the date on which the assessment
 6 sought to be enforced became delinquent or, in a cooperative, the first security interest
 7 encumbering only the unit's owner's interest and perfected before the date on which the
 8 assessment sought to be enforced became delinquent; and

9 (c) Liens for real estate taxes and other governmental assessments or charges against the
 10 unit or cooperative.

11 9. NRS 116.3116(2) further provides that a portion of the Association Lien, up to a
 12 maximum of nine months, has priority over even a first security interest [first deed of trust] in the
 13 Property:

14 [the Association Lien] is also prior to all security interests described in paragraph (b) to the
 15 extent of any charges incurred by the association on a unit pursuant to NRS 116.310312
 16 and to the extent of the assessments for common expenses based on the periodic budget
 17 adopted by the association pursuant to NRS 116.3115 which would have become due in
 18 the absence of acceleration during the 9 months immediately preceding institution of an
 19 action to enforce the lien[.]

20 10. Upon information and belief, the Association took the necessary action to trigger
 21 the super-priority portion of the Association Lien.

22 11. Upon information and belief, no party still claiming an interest in the Property
 23 recorded a lien or encumbrance prior to the declaration creating the Association.

24 12. Upon information and belief, Vegas's bid on the Property was in excess of the
 25 amount necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

26 13. Upon information and belief, the Association or its agent, distributed or should have
 27 distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

28 14. Upon information and belief, Counter-defendant had actual or constructive notice

THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
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Tel: (702) 405-0001 Fax: (702) 405-8454



1 of the requirement to pay assessments to the Association and of the Association Lien.

2 15. Upon information and belief, Counter-defendant had actual or constructive notice
3 of the Association's foreclosure proceedings.

4 16. Upon information and belief, prior to the Association foreclosure sale, no individual
5 or entity paid the full amount of delinquent assessments described in the Notice of Default or
6 record or otherwise perfect any attempted partial tender thereof to provide any actual or
7 constructive notice of the lien dispute so as to cause or create a duty of inquiry as to Vegas.

8 17. Upon information and belief, prior to the Association foreclosure sale, no notice
9 was provided that any individual or entity tendered or paid the entirety of the super priority portion
10 of the Association Lien or as required under NRS §116.3116(2) representing 9 months of
11 assessments for common expenses based on the periodic budget adopted by the association which
12 would have become due in the absence of acceleration for the relevant time period.

13 18. Pursuant to NRS 116.31166, the foreclosure sale vested title in Vegas "without
14 equity or right of redemption," and the Foreclosure Deed is conclusive against the Property's
15 "former owner, his or her heirs and assigns, and all other persons."

16 19. Counter-defendant's claimed interests in the Property were extinguished by the
17 foreclosure of the Association Lien.

18 **FIRST CLAIM FOR RELIEF**
19 **(Declaratory Relief/Quiet Title Pursuant to**
20 **NRS 30.010, *et. seq.*, NRS 40.10 & NRS 116.3116)**

21 20. Vegas repeats and realleges the allegations of paragraphs 1-19 as though fully set
22 forth herein and incorporates the same by reference.

23 21. Pursuant to NRS 30.010, *et. seq.* and NRS 40.010, this Court has the power and
24 authority to declare Vegas's rights and interests in the Property and to resolve the counter-
25 defendant's adverse claims in the Property.

26 22. Vegas is entitled to a declaratory judgment from this Court finding that: (1) Vegas
27 is the title owner of the Property; (2) the Foreclosure Deed is valid and enforceable; (3) the
28 Association foreclosure sale extinguished Counter-defendant's ownership and security interests
in the Property; and (4) Vegas's rights and interest in the Property are superior to any adverse

1 interest claimed by counter-defendant.

2 23. Vegas seeks an order from the Court quieting title to the Property in favor of Vegas.

3 **WHEREFORE**, Counter-claimant prays this Honorable Court will award the following
4 RELIEF:

5 1. For an Order Quieting title in favor of Vegas and for a declaration and
6 determination that VEGAS PROPERTY SERVICES, INC is the rightful owner of
7 title to the Property, and that Cross-defendant be declared to have no right, title or
8 interest in the Property.

9 2. For general and special damages in excess of \$10,000.00

10 3. For an award of attorney's fees and costs of suit; and

11 4. For any further relief that the Court may deem just and proper.

12 Dated this 19th day of April, 2018.

14 THE WRIGHT LAW GROUP, PC

15 /s/John Henry Wright
16 JOHN HENRY WRIGHT, ESQ.
17 Nevada Bar No. 6182
CHRISTOPHER B. PHILLIPS, ESQ.
18 Nevada Bar No. 14600
2340 Paseo Del Prado, Suite D-305
19 Las Vegas, Nevada 89102
Attorneys for Defendant/Cross-claimant/Counter-
20 Claimant, VEGAS PROPERTY SERVICES, INC.
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THE WRIGHT LAW GROUP P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Tel: (702) 405-0001 Fax: (702) 405-8454

